

GHAJAR EXHIBIT 34

1/14/2025

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Attorneys' Eyes Only

Sy Choudhury

Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD KADREY, et al.,)	
)	
Individual and)	
Representative)	
Plaintiffs,)	
)	
v.)	Case No. 3:23-cv-03417-VC
)	
META PLATFORMS, INC.,)	
)	
Defendant.)	

** HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY **

Videotaped Deposition of SY CHOUDHURY
San Francisco, California
Tuesday, January 14, 2025

Reported Stenographically by
Michael P. Hensley, RDR, CSR No. 14114

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

1/14/2025

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Attorneys' Eyes Only

Sy Choudhury

Page 22

1 a follow-up because it happened earlier.

2 Q. Okay.

3 A. Shall I call it the earlier meeting? I'll
4 call it the earlier meeting because that's probably
5 a better description.

6 Q. Okay. You seem to be suggesting there's
7 some connection between the two meetings; is that
8 correct?

9 A. There is a connection in the two meetings
10 because as -- as, you know, workstreams happen,
11 there was -- there is discussion at different
12 levels, and in that the earlier meeting -- why don't
13 I call it that, which is more factual -- there was
14 also discussion on -- at least there was discussion
15 on pros and cons of continuing the licensing
16 outreach.

17 Q. Right. So that's the same subject of the
18 meeting that you then had with the same three
19 people?

20 A. It -- it could have been more, but it --
21 that's -- that one topic was discussed.

22 Q. Okay. And what were you told about what
23 was discussed at that earlier meeting in April 2023
24 about the pros and cons of continuing licensing
25 outreach?

1/14/2025

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Attorneys' Eyes Only

Sy Choudhury

Page 23

1 A. I think that there was nothing that we
2 didn't discuss in this in my meeting that was
3 significantly different. You know, the -- my
4 understanding was it was the same considerations
5 where we as a company learned that most if not all
6 the fiction publishers did not have the rights --
7 the worldwide rights to license the copyrights.

8 If they did have some rights, they were
9 regional. This was actually kind of a learning to
10 all of us, and this was discussed in the previous
11 meeting, the earlier meeting as well. Also just the
12 status that we weren't getting a lot of engagement
13 from the publishers in general and -- nor a lot of
14 data points on proposals, like, almost like an RFP.

15 So the same topics were discussed because,
16 you know, as -- yeah, the same topics were
17 discussed.

18 Q. Mm-hmm. And so what are all of the topics
19 that were discussed?

20 A. I just mentioned them.

21 Q. Well, you mentioned two. What are the
22 other topics?

23 A. Those were -- the main topics were the
24 lack of worldwide copyright ability for most of the
25 companies we had engaged with. Number two, where

1/14/2025

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Attorneys' Eyes Only

Sy Choudhury

Page 24

1 there was copyright -- sorry, the ability to
2 license, it was regional. Third, we weren't getting
3 any pricing proposals except for, I think, one. One
4 publisher. I don't recall now. I think I've spoken
5 to it before but it's Wiley or one of the bigger
6 publishers. I forget the name.

7 And then last, yeah, we weren't getting a
8 lot of engagement from many of the publishers in
9 general; right? We were -- we'd reach out and get
10 no responses.

11 So those were the four topics.

12 Q. When you say "topics," are those the same
13 as what you referred to as pros and cons?

14 A. Yes. Yeah.

15 Q. Okay. Are there any -- are those pros or
16 cons?

17 A. Those were, you know -- when I say "pros
18 and cons," it's kind of the consideration status. I
19 think they're both pros and cons. Sometimes if we
20 wanted to do -- if there was a way to do a regional
21 copyright license, maybe that's a pro; right?

22 Q. Mm-hmm.

23 A. So --

24 Of course we needed a worldwide
25 copyright -- we needed a worldwide license in order

1/14/2025

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Attorneys' Eyes Only

Sy Choudhury

Page 25

1 to engage.

2 Q. Mm-hmm. All right. Are you aware that
3 not a single document that's been produced or any
4 testimony in this case has suggested that you ever
5 asked any publisher about a worldwide copyright
6 ability for text training data?

7 ATTORNEY HARTNETT: Objection to the form.

8 THE WITNESS: I'm not aware of that, but
9 we definitely asked for that.

10 BY ATTORNEY PRITT:

11 Q. Well, how did you ask for that?

12 A. My team, when they engaged with them,
13 asked for that. It's standard methodology to ask
14 for world -- not just worldwide rights. We don't --
15 our products and technologies are used worldwide;
16 and so it's -- the reason why it's not written down
17 is because it's in -- it's in kind of standard BD
18 engagement model.

19 Q. Oh, so it's implicit to you?

20 ATTORNEY HARTNETT: Objection to the form.

21 THE WITNESS: We wouldn't -- it's not
22 implicit. We wouldn't do a -- I don't think we
23 would do a license for something that's regional.
24 We have not, that I know of, for some of the other
25 engagements that we do.

1/14/2025

Richard Kadrey, et al. v. Meta Platforms, Inc.
Highly Confidential - Attorneys' Eyes Only

Sy Choudhury

Page 61

1 CERTIFICATE OF SHORTHAND REPORTER

2

3 I, Michael P. Hensley, Registered Diplomate
4 Reporter for the State of California, CSR No. 14114,
5 the officer before whom the foregoing deposition was
6 taken, do hereby certify that the foregoing
7 transcript is a true and correct record of the
8 testimony given; that said testimony was taken by me
9 stenographically and thereafter reduced to
10 typewriting under my direction; that reading and
11 signing was not requested; and that I am neither
12 counsel for, related to, nor employed by any of the
13 parties to this case and have no interest, financial
14 or otherwise, in its outcome.

15

16

17

18

19

20

21

22

23

24

25



Michael P. Hensley, CSR, RDR